

STATE OF NORTH DAKOTA

DEPARTMENT OF HUMAN SERVICES

Medical Services

600 E Blvd Ave, Dept 325

Bismarck ND 58505-0250

Request For Proposal (RFP)

RFP Title: Prescription Drug Monitoring Program

RFP Number: 325-06-10-20

Date of Issue: September 15, 2006

Purpose of RFP: This RFP will procure a software vendor that will collect data from dispensers, maintain a data repository, and provide the reporting software to efficiently operate a Prescription Drug Monitoring Program. This program will be compliant with all requirements of the Bureau of Justice Assistance "Developing and Enhancing Prescription Drug Monitoring Programs" grant (see <http://www.ojp.usdoj.gov/BJA/grant/06PrescripDrugSol.pdf>). The vendor will accept the data from the dispensers, organize the data, ensure the ability of the system to produce all required reports, and allow secure on-line access to the data to allow the PDMP to achieve its goal of decreasing the level of misutilization of controlled substances.

Offerors are not required to return this form.

Procurement Officer:

Brendan K. Joyce, PharmD

Administrator, Pharmacy Services

ND Department of Human Services

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01

Purpose of the RFP

The North Dakota Department of Human Services (State) is procuring a software vendor that will collect data from dispensers, maintain a data repository, and provide the reporting software to efficiently operate a Prescription Drug Monitoring Program. This program will be compliant with all requirements of the Bureau of Justice Assistance “Developing and Enhancing Prescription Drug Monitoring Programs” grant (see <http://www.ojp.usdoj.gov/BJA/grant/06PrescripDrugSol.pdf>). The vendor will accept the data from the dispensers, organize the data, ensure the ability of the system to produce all required reports, and allow secure on-line access to the data to allow the PDMP to achieve its goal of decreasing the level of misutilization of controlled substances.

1.02

Contact Person, Telephone, Fax, E-mail

PROCUREMENT OFFICER: Brendan K. Joyce, PharmD
PHONE: 701-328-4023
FAX: 701-328-1544
TTY Users call: 7-1-1
E-MAIL: sojoyb@state.nd.us

The procurement officer is the point of contact for this RFP. All vendor communications regarding this RFP must be directed to the procurement officer. Unauthorized contact regarding the RFP with other State employees of the purchasing agency may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the state bidders list.

1.03

RFP Schedule

This schedule of events represents the State’s best estimate of the schedule that will be followed for this RFP. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- RFP Issued: September 15, 2006
- Deadline for receipt of questions and objections related to the RFP: September 26, 2006
- Deadline for response to receipt of questions and objections related to the RFP: September 29, 2006
- Proposal Due Date: October 9, 2006
- Proposal Evaluation Committee evaluation completed by approximately: October 16, 2006
- State issues Notice of Intent to Award a Contract approximately: October 16, 2006
- State issues contract approximately: October 24, 2006
- Contract start: November 1, 2006

1.04

Return Mailing Address and Deadline for Receipt of Proposals

Offerors must submit five copies of its proposal in a sealed envelope or package.

Offerors must submit two electronic copies of their proposal on a disk or CD.

Cost proposals are to be submitted in a separate sealed envelope or package, clearly labeled "cost proposal."

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the State before the deadline for receipt. Envelopes or packages must be addressed as follows:

DEPARTMENT OF HUMAN SERVICES

Medical Services

Request for Proposal (RFP): Prescription Drug Monitoring Program

RFP Number: 325-06-10-020

600 E Blvd Ave Dept 325

Bismarck, ND 58505-0250

Proposals must be received by the purchasing agency at the location specified no later than 4:00 P.M., Central Time on October 9, 2006. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication or electronic means. Offerors may fax or electronically transmit signed proposals to a third party who must deliver the proposal to the location indicated above by the date and time designated as the deadline for receipt of proposals.

Offerors assume the risk of the method of dispatch chosen. The State of North Dakota ("State") assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the State. An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

1.05

Assistance to Offerors with a Disability

Offerors with a disability that need an accommodation should contact the procurement officer prior to the deadline for receipt of proposals so that reasonable accommodation can be made.

1.06

Deadline for Receipt of Questions and Objections

Offerors must carefully review this solicitation, the contract, and all attachments for defects, questionable, or objectionable material. All questions must be in writing and directed to the purchasing agency, addressed to the procurement officer, and cite the subject RFP number. The procurement officer must receive these written requests by the deadline specified in the RFP Schedule to allow issuance of any necessary amendments.

This will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which an award could not be made. Protests based on the content of the solicitation will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, before the time indicated in the Schedule of Events.

If the question may be answered by directing the questioner to a specific section of the RFP, then the procurement officer may answer the question over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make this determination. Oral communications are considered unofficial and non-binding on the State. The offeror must confirm telephone conversations in writing.

1.07

Approved Vendor Registration Requirements

Proposals will be accepted from vendors that are not currently approved vendors on the State's bidders list; however, the successful offeror will be required to become approved prior to award.

To become an approved vendor, offerors must: 1) be registered with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidders List Application to the North Dakota Vendor Registry Office. Prospective offerors may access the Procurement Vendor Database on-line to verify whether their firm is currently on the bidders list. The bidders list that will be used for this solicitation are commodity codes 920-04, 920-07, 920-14, 209-12, 209-13, 209-37, and 209-67.

The Procurement Vendor Database, registration instructions and forms are available on-line at: <http://www.state.nd.us/csd/spo/vendor-registry/bidders-list.htm>. Contact the Vendor Registry Office at 701-328-2773 or SPOVendor@nd.gov for assistance.

The successful offeror must register and become approved within 30 days from the date of the Notice of Intent to Award. If an offeror fails to become approved by the time specified by the Procurement Officer, its proposal will be determined to be non-responsive, and its proposal will be rejected.

1.08

Pre-proposal Conference

No pre-proposal conference will be held for this RFP. Offerors are advised to carefully review the RFP and all attachments and submit all questions to the procurement officer by the deadline indicated for submission of questions in the schedule of events.

1.09

Amendments to the RFP

If an amendment to this RFP is issued, it will be provided to all offerors that were mailed a copy of the RFP and to those that have requested a copy of the RFP from the procurement officer.

1.10

News Releases

News releases related to this RFP will not be made without prior approval of the procurement officer or project manager designated by the State.

1.11

Notice Provided

The Request for Proposal and any amendments to the RFP will be posted on the following website: <http://www.nd.gov/humanservices>.

1.12

Letter of Interest

Vendors interested in receiving any notices related to this RFP are invited to contact the procurement officer with the name of their firm, contact person, mailing address, telephone number, fax number, and e-mail address. The sole purpose of the letter of interest is to provide the purchasing agency with a contact person to receive any notices related to the RFP. Submission of a letter of interest is not a requirement for submitting a proposal.

SECTION TWO BACKGROUND INFORMATION

2.01

Background Information

Background information concerning this project:

The 59th Legislative Assembly Passed 2005, House Bill No. 1459 which directed the Department of Human Services to apply for the Harold Roger's grant through the United States Department of Justice, Bureau of Justice Assistance, and upon receipt of the grant, to implement a prescription drug monitoring program. The act also required a working group consisting of as many interested parties as possible (e.g. licensing boards, professional associations, etc.) to provide guidelines for the program. One of the working group's main tasks was to recommend rules for the Department to propose for operation of the program. A copy of the draft rules has been supplied as Attachment E. The working group also determined that the PDMP will be operated by the North Dakota State Board of Pharmacy.

There are currently 232 in-state pharmacies and 395 out-of-state pharmacies licensed in North Dakota. The 232 in-state pharmacies dispensed 3,068,002 new and 4,317,032 refill prescriptions during 2005. Standard ratios of controlled to non-controlled prescriptions should be applied to determine approximate numbers of controlled prescriptions for North Dakota as this information is not collected at this time. There is no tabulation of prescriptions filled by out-of-state pharmacies, VA or Indian Health Service facilities and all or some of these entities will participate in this PDMP.

Please refer to the ND Board of Pharmacy website (www.nodakpharmacy.com) for the definition of controlled substances for the purposes of this program. Typically the state keeps the same schedules as the federal schedules.

2.02

Budget

The first two years of the ND Prescription Drug Monitoring Program will be funded through the grant. All staffing, office, and technical support are being budgeted for within the grant. Services needed from the vendor's include data collection from pharmacies and the design and adaptation of a data warehouse to provide the necessary services. See Section 3 for a more detailed list of requirements.

2.03

State Technical Overview

North Dakota State Government Technical Environment

In overview North Dakota's technical environment consists of Windows based desktops and a variety of server platforms connected via an IP based network. Desktop support is provided by the individual State Agencies with the Information Technology Dept. (ITD) providing the state wide network and support for the majority of the server platforms. Brief descriptions of each component are provided below.

Desktop Environment

The *de facto* desktop standard is an Intel platform running some variety of Windows. Windows 2000 and Windows XP are the most common with Windows NT representing some 5 - 10% of desktops.

Network Services

ITD provides both local and wide area network services for State Government. All LAN segments are switched 100 megabit Ethernet networks. The Fargo and Bismarck metropolitan area networks are gigabit fiber based while the majority of WAN connectivity is obtained via ATM T1s. The core of the WAN consists of a SONET ring. End User support is provided through a central help desk; this service is available 24 hours a day, seven days a week, 365 days a year.

Directory Services

ITD provides a single Active Directory network domain that provides agencies with a single network sign on and offers push technology for the distribution of applications to user workstations while allowing for ready management of the network and local control. All agency computers utilizing the state's Active Directory are members of the state forest, NDGOV. Each agency comprises an Organizational Unit (OU) within NDGOV. ITD provides the necessary Domain controllers and Global Catalog servers for authentication services.

In addition, ITD provides an LDAP directory service using the IBM SecureWay product. IBM SecureWay LDAP directory service is used to provide authentication and authorization for web applications. This LDAP directory is also used to provide authentication for the ITD managed FTP server.

Hosting Services

The majority of State Agencies receive hosting services from ITD. These services are provided by the following platforms:

- an IBM z800 mainframe running zOS version 1.4,
- an IBM iSeries, model 820 running OS version 5.2,
- Windows servers with Windows 2000 Server being the preferred OS; Windows 2003 will be deployed gradually over time,
- Sun Solaris servers, and
- Intel RedHat Linux servers.

End User support is provided through a central help desk; this service is available 24 hours a day, seven days a week, 365 days a year. The z800 mainframe provides CICS for transaction management.

Database Services

The majority of State agencies receive database services from ITD. The following databases are supported:

- Software AG's Adabas is hosted on the z800 mainframe,
- IBM DB2, version 7.2 which is hosted on the z800 mainframe,
- Oracle 9i and 10g which are hosted on Sun Solaris clusters, and
- Microsoft SQLServer 2000 and 2005 which are hosted on Windows 2003 Server clusters.

ITD provides both test and production database environments and dedicated, or stand alone, installations of these databases are actively discouraged.

Web Environment

ITD provides both clustered .NET and J2EE web application environments; test and production environments are provided. The J2EE platform consists of IBM WebSphere version 5.1 running on RedHat Linux. Load testing of any web application is required prior to production deployment and is highly recommended during application development. ITD uses Mercury Interactive's LoadRunner software to perform load testing.

Data Backup

Backup services are provided by IBM's Tivoli Storage Manager.

2.04

State Standards

Information regarding the State's information technology standards may be found at:

<http://www.nd.gov/ea/standards>

SECTION THREE SCOPE OF WORK

3.01

Scope of Work Overview

This RFP will procure a software vendor that will collect data from dispensers, maintain a data repository, and provide the reporting software to efficiently operate a Prescription Drug Monitoring Program. This program will be compliant with all requirements of the Bureau of Justice Assistance “Developing and Enhancing Prescription Drug Monitoring Programs” grant (see <http://www.ojp.usdoj.gov/BJA/grant/06PrescripDrugSol.pdf>). The vendor will accept the data from the dispensers, organize the data, ensure the ability of the system to produce all required reports, and allow secure on-line access to the data to allow the PDMP to achieve its goal of decreasing the level of misutilization of controlled substances.

Definitions

Grant: US Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Developing and Enhancing Prescription Drug Monitoring Programs

PDMP: Prescription Drug Monitoring Program for North Dakota as described throughout

Department: The North Dakota Department of Human Services, Medical Services – the agency that applied for the grant

Board: The North Dakota Board of Pharmacy – the entity that will operate the PDMP

NPI: National Provider Identifier

Dispensers: an entity that delivers a controlled substance to the ultimate user (typically out-patient pharmacies)

NCPDP: National Council of Prescription Drug Programs – provides pharmacy identifiers – will be replaced by the NPI for such functions during the time span of this grant

DEA: Drug Enforcement Agency – these numbers are often used by pharmacies to identify prescribers – the DEA will be replaced by the NPI for such functions during the time span of this grant

ASAP: American Society for Automation in Pharmacy – the grant standard for data transmission / submission of prescription data from dispensers

NDC: National Drug Code – identifies medications

ITD: North Dakota Information Technology Department

Controlled Substance: “Controlled substance” means a drug, substance, or immediate precursor in schedules I through V as set out in North Dakota Century Code chapter 19-03.1 and any other drugs required by law to be monitored by the program. The word ‘data’ used throughout this document typically is referring specifically to controlled substance prescription data that the dispensers will report.

3.02

Information Technology Solution

A. TECHNICAL REQUIREMENTS

- a. Collect information from pharmacies daily through necessary technology (e.g. FTP, dial-up)
- b. Web-based user interface
- c. Secure user authentication per State’s security standards to allow the Board to grant individuals access to the system (e.g. emergency room physicians, pharmacies)

B. FUNCTIONAL REQUIREMENTS

- a. Organize data
 - i. Match patients with reasonable confidence through matrix agreed to by the Board
 - ii. Identify physicians and pharmacies (it is assumed that the vendor will already have the provider databases available through typical sources for NCPDP, DEA, and when applicable, NPI)
 - iii. Identify medications through NDC (it is assumed that the vendor will already have appropriate drug identification database)
- b. Develop appropriate web based software that will allow remote access to data through individual usernames and passwords
- c. Work with the Board to determine the final ASAP compliant file layout that will be required for dispenser submission of data to the PDMP
- d. Work with Board to develop information and a training package to be delivered to all pharmacies licensed with the Board as well as other dispensers that have been identified for inclusion in the PDMP operations
- e. Software will allow users to create reports
- f. Types of reports will be defined by type of user (e.g. physician has access to different reports than the Board)
- g. Robust tracking of access to the data down to the individual user and time (access audit logs)
- h. Allow Board to put notes on individuals' profiles so it will show on future reports generated to review said individuals
- i. Package of standard reports common in drug monitoring programs
- j. Additional reports as required by the grant (e.g. performance measures)
 - i. Must mark generated reports as solicited or unsolicited
 - ii. Must have medication subclassified in groups as required by grant (e.g. tranquilizers, stimulants, sedatives, pain relievers)
- k. Provide ongoing training and troubleshooting for the Board
- l. Receive a one-time six-month file from dispensers at the beginning of the program to provide strong starting point
- m. Report non-compliance of dispensers automatically and on-demand through reports menu
- n. Allow Board to set reporting thresholds
- o. Mapping of activities (optional)
- p. Ability of system to group providers (e.g. MD's, pharmacies, patients at one address)
- q. Allow the Board to tag profiles for referral to licensing boards or investigational units
- r. Store information for a minimum of 2 years
- s. Data will remain property of the ND PDMP and cannot be sold or otherwise distributed by the vendor
- t. Archive ability for data older than 2 years
- u. Modify the system as necessary to comply with changes in grant requirements
- v. Ability of system to use the program and website interface to select a report to fax and have a report faxed without printing the report or using a fax machine
- w. Ability of system to allow physicians and pharmacies to submit requests for reports via the website and interface

C. COMPATIBILITY WITH TECHNOLOGY STANDARDS AND EXISTING TECHNOLOGY

- a. The State prefers solutions that align with its Enterprise Architecture information technology standards (See Section 2.04)
- b. Solutions that best meet the technical and functional requirements will be considered although the solution may not be entirely compliant with State standards.

D. IT PROFESSIONAL SERVICES

a. **Implementation Services**

The State requires adequate vendor resources to properly implement the solution.

b. **Project Management**

The vendor will be responsible for creating a project plan including project deliverables and milestones and providing adequate resources for project management.

c. **Training**

Training for State PDMP personnel and State server application hosting personnel must be provided.

E. QUALITY ASSURANCE

The Federal grant requires a variety of quality assurance parameters. The vendor will ensure the capability of their system to produce the necessary reports for grant purposes. Also, the vendor will provide reports on dispenser specific data loading problems (e.g. % of file loaded, missing data fields, etc.) and will assist the Board in resolving these problems as they arise.

F. TECHNICAL EXHIBITS

Data collection from dispensers will be in compliance with the grant. Please see Attachment F.

G. RISK MANAGEMENT

The primary concern with the PDMP will be confidentiality and security. The vendor will be required to work with ITD to ensure the security architecture of the proposed solution meets the State's requirements in order to manage the confidentiality and security risks appropriately.

3.03

Product Support and Customer Service

A. BASE WARRANTY AND PRODUCT MAINTENANCE

Vendor must propose a base product warranty to be included with the solution as well as a software maintenance program with ongoing solution upgrades.

B. TECHNICAL SUPPORT

Vendor must propose its technical support services and processes.

C. CUSTOMER SERVICE

Web, email, and phone support must be provided in support of this solution. It is expected that the solution provider will propose a support program including:

- Support availability
- Expected response time
- Solution documentation
- Support escalation process

3.04

Prior Experience and Qualifications

In order for offers to be considered responsive, offerors must meet the minimum prior experience requirements. An offeror's failure to meet these minimum prior experience requirements will cause its proposal to be considered non-responsive and its proposal will be rejected. The minimum experience requirement is at least one successful operation of a Harold Rogers grant funded PDMP in another state. Preference will be given to the successful operation that included receiving the data from the dispensers.

3.05

Location of Work

No on-site performance is required. The state will not provide additional workspace for the contractor as they will be able to set up the system remotely. Travel to the state for any purpose will be at the discretion of the vendor and the vendor will be responsible for all cost including its travel and per diem expenses.

3.06

State-Furnished Property/Services

The State will provide the following:

- Application and data server hosting is provided by the ND Information Technology Department. Vendors that offer hosted solutions are asked to propose both vendor-hosted and State-hosted solutions (see Attachment D for cost proposal formats).

- Office staff
- Dispenser training for reporting of the data (with technical handouts provided by the vendor)

3.07

Contractor-Furnished Property

All necessary manpower, equipment and software to provide services.

3.08

Required Licenses

At the time specified by the deadline for submission of proposals, the offeror must have and keep current any professional licenses and permits required by federal, state, and local laws for performance of this contract. Offerors that do not possess required licenses at the time proposals are due will be determined non-responsive.

3.09

Federal Requirements

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract. Please refer to the grant application announcement (<http://www.ojp.usdoj.gov/BJA/grant/06PrescripDrugSol.pdf>) and other related links within that announcement to assist you in determining the federal requirements. The offeror must be aware that the granting agency may modify or add requirements throughout the life span of the grant and the vendor must ensure that the PDMP system is modified to continue compliance.

SECTION FOUR GENERAL CONTRACT INFORMATION

4.01

Contract Term and Renewal Options

The State intends to enter into a contract with an effective date beginning November 2006 and ending October 2008.

This contract may be renewed upon satisfactory completion of the initial contract term. The state reserves the right to execute up to two options to renew this contract annually under the same terms and conditions for a period of 12 months each. This contract will not automatically renew. The State will provide written notice to the contractor of its intent to renew this contract at least 60 days before the scheduled contract expiration date.

4.02

Standard Contract Provisions

The successful offeror will be required to sign and submit the contract attached to this RFP (Attachment B). The contractor must comply with the contract provisions set out in this attachment. Any objections to the contract provisions must be set out in the offeror's proposal. No alteration of these provisions will be permitted without prior written approval from the purchasing agency.

Offerors are instructed to contact the procurement officer in writing by the deadline set for questions with any concerns regarding the contract provisions.

4.03

Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

4.04

Additional Terms and Conditions

The State reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

4.05

Supplemental Terms and Conditions

Proposals including supplemental terms and conditions may be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's right's under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

4.06

Contract Approval

This RFP does not, by itself, obligate the State. The State's obligation will commence when the purchasing agency approves the contract. Upon written notice to the contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

4.07

Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project manager designated by the State will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of amendments.

The contractor will not commence additional work until the project director has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the purchasing agency.

4.08

Taxes and Taxpayer Identification

The contractor must provide a valid Vendor Tax Identification Number as a provision of the contract.

The State is not responsible for and will not pay local, state, or federal taxes. The State sales tax exemption number is E-2001, and certificates will be furnished upon request by the purchasing agency.

A contractor performing any contract, including service contracts, for the United States Government, State of North Dakota, counties, cities, school districts, park board or any other political subdivisions within North Dakota is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out contracts. In these cases, the contractor is required to file returns and pay sales and use tax just as required for contracts with private parties. Contact the North Dakota Tax Department at 701-328-3470 or visit its website at www.ndtaxdepartment.com for more information.

A contractor performing any contract, including a service contract, within North Dakota is also subject to the corporation income tax, individual income tax, and withholding tax reporting requirements, whether the contract is performed by a corporation, partnership, or other business entity, or as an employee of the contractor. In the case of employees performing the services in the state, the contractor is required to withhold state income tax from the employees' compensation and remit to the state as required by law. Contact the North Dakota Tax Department at 701-328-3125 or visit its web site for more information

4.09

Proposed Payment Procedures

The State will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and the project director has approved invoice.

The State will not make any advanced payments before performance by the contractor under this contract.

4.10

Contract Personnel

The project manager designated by the purchasing agency must approve any change of the contractor's project team members named in the proposal, in advance and in writing. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

4.11

Right to Inspect Place of Business

At reasonable times, the State may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the State makes an inspection, the contractor must provide reasonable assistance.

4.12

Inspection & Modification

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager designated by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project manager determine that corrections or modifications are necessary in order to accomplish its intent, the project manager may direct the contractor to make changes. The contractor will not unreasonably withhold changes.

Substantial failure of the contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

4.13

Termination for Default

If the project manager designated by the purchasing agency determines that the contractor has refused to perform the work or has failed to perform the work with diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the State's right to termination under the contract provisions of the Service Contract, attached (Attachment C).

4.14

Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer or project manager designated by the State. If performed, the scope of the debriefing will be limited to the work performed by the contractor. The debriefing time and location will be negotiated between the purchasing agency and contractor.

4.15

Bid Bond – Bid Security - Performance Bond - Surety Deposit

A bond is not required.

**SECTION FIVE
EVALUATION CRITERIA AND CONTRACTOR SELECTION**

**THE TOTAL NUMBER OF POINTS USED
TO SCORE THIS CONTRACT IS 100**

5.01

Information Technology Solution

Forty Percent (40%) of the total possible evaluation points will be assigned to this criterion.

5.02

Product Support and Customer Service

Fifteen Percent (15%) of the total possible evaluation points will be assigned to this criterion.

5.03

Experience and Qualifications

Fifteen Percent (15%) of the total possible points will be assigned to this criterion.

5.04

Contract Cost

Thirty Percent (30%) of the total possible evaluation points will be assigned to cost. Any prompt payment discounts terms proposed by the offeror will not be considered in evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be evaluated according to the method set forth in the Proposal Evaluation form attached to this RFP (Attachment A).

5.05

Demonstrations

After any discussions for clarifications and the initial evaluation of proposals received, the top two offerors whose proposal receive the highest total scores and are determined to be reasonably susceptible for award *may* be required to provide an on-site demonstration of the proposed solution for the evaluation committee.

The demonstration will be held via a web-based demonstration at a time agreed to by all parties.

Offerors will be responsible for all costs associated with the providing the demonstration.

5.06

Site Inspection Of Offeror's Facility

The State may conduct on-site visits to the offeror's firm or offeror's customer where comparable service is being performed to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the State reasonable access to relevant portions of its work sites. Individuals designated by the purchasing agency will conduct the site inspection at the State's expense.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01

Proposal Format and Content

The State discourages overly lengthy and costly proposals; however, in order for the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

6.02

Introduction

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the State should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP. The proposal must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota).

Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.03

Information Technology Solution

Offerors must provide a comprehensive response to the Information Technology Solution specified in Section 3.02. Responses must be in the same sequence as they appear in Section 3.02. Offerors must provide supporting narrative and documentation when required in response to the requirements of this section.

6.04

Product Support and Customer Service

Offerors must provide a comprehensive response to the product support and customer service requirements specified in Section 3.03. Responses must be in the same in the same sequence as they appear in Section 3.03. Offerors must provide supporting narrative and documentation when required in response to the product support requirements.

6.05

Experience and Qualifications

Offerors must describe their experience in completing similar projects. Additionally, offerors must provide information specific to the personnel assigned to accomplish the work called for in this RFP. Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- (a) title;
- (b) resume;
- (c) description of the type of work the individual will perform; and
- (d) the number of estimated hours for each individual named above will contribute to this project.

An offeror must provide three reference names and phone numbers for similar projects the offeror has completed. The State reserves the right to contact any references provided by the offeror. Offerors are invited to provide letters of reference from previous clients.

6.06**Cost Proposal**

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

All costs associated with the contract must be stated in U.S. currency. Any commodities being imported must be identified, and the price must include any applicable customs, brokerage agency fees, and duties.

Offerors should describe any discounts terms for prompt payment. Discounts for prompt payment will not be considered in evaluating cost.

Offerors must complete separate cost proposals for State-hosted and Vendor-hosted options following the formats attached to this RFP (see Attachment C). Each costing option must be clearly documented.

6.07**Required Enclosures**

Offerors must provide all documents, samples, or other information specifically required in this RFP.

SECTION SEVEN STANDARD PROPOSAL INFORMATION

7.01

Authorized Signature

An individual authorized to bind the offeror to the provisions of the RFP must sign all proposals.

7.02

State Not Responsible for Preparation Costs

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

7.03

Conflict of Interest

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). The State reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the offeror's proposal. The State's determination regarding any questions of conflict of interest is final.

7.04

Offeror's Certification

By signature on the proposal, an offeror certifies that it complies with:

- a) the laws of the State of North Dakota;
- b) North Dakota Administrative Code;
- c) all applicable local, state, and federal laws, code, and regulations;
- d) the applicable portion of the Federal Civil Rights Act of 1964;
- e) the Equal Employment Opportunity Act and the regulations issued by the federal government;
- f) the Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
- g) all terms, conditions, and requirements set forth in this RFP;
- h) a condition that the proposal submitted was independently arrived at, without collusion;
- i) a condition that the offer will remain open and valid for the period indicated in this solicitation; and
- j) a condition that the firm and any individuals working on the contract do not have a possible conflict of interest (e.g. employed by the State of North Dakota).

If any offeror fails to comply with the provisions stated in this paragraph, the State reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

7.05

Offer Held Firm

Proposals must remain open and valid for at least 90 days from the deadline specified for submission of proposals. In the event award is not made within 90 days, the State will send a written request to all offerors deemed susceptible for award asking offerors to hold their price firm for a longer specified period of time.

7.06

Amendments to Proposals and Withdrawals of Proposals

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the State's request. After the deadline, offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The

procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the State may retain the offeror's bid bond or other bid type of bid security, if one was required.

7.07

Alternate Proposals

Offerors may submit only one proposal for evaluation.

Alternate proposals (proposals that offer something different than what is requested) will be rejected.

7.08

Subcontractors

Subcontractors will not be allowed.

7.09

Joint Ventures

Joint ventures will not be allowed.

7.10

Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws

All proposals and other material submitted become the property of the State and may be returned only at the State's option. All proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in accordance with N.D.C.C. § 54-44.4-10(2).

Offerors may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the offeror must be clearly identified, and the offeror must include a brief statement that sets out the reasons for confidentiality. See the North Dakota Office of the Attorney General website for additional information. <http://www.ag.state.nd.us/OpenRecords/ORM.htm>

After award, proposals will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer, in consultation with the Office of the Attorney General, will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

7.11

Evaluation of Proposals

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. The procurement officer or an evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with offerors determined to be reasonable for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.

7.12

Right of Rejection

The State reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The procurement officer may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If an offeror does so, the procurement officer may determine the proposal to be non-responsive, and the proposal may be rejected.

The procurement officer may waive minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are insignificant, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision,

The State reserves the right to reject any proposal determined to be not responsive, and to reject the proposal of an offeror determined to be not responsible. The State also reserves the right to refrain from making an award if it determines it to be in its best interest.

7.13

Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

7.14

Discussions and Best and Final Offers

The State may conduct discussions or request best and final offers with offerors that have submitted proposals determined to be reasonably susceptible for award. The State is not obligated to do so, therefore, vendors should submit their best terms (cost and technical). The purpose of these discussions is to ensure full understanding of the requirements of the RFP and the offeror's proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the proposal evaluation committee. If modifications to the proposal are made as a result of these discussions, the modifications must be put in writing.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

7.15

Preference Laws

The preference given to a resident North Dakota offeror will be equal to the preference given or required by the state of the nonresident bidder. A "resident" North Dakota bidder, offeror, seller, or contractor is one that has maintained a bona fide place of business within this State for at least one year prior to the date on which a contract was awarded. For a listing of state preference laws, visit the following website:

http://tpps.das.state.or.us/purchasing/pref-law/reciprocal_detail.php or contact the North Dakota State Procurement Office at 701-328-2683.

7.16

Contract Negotiation

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for

negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they will be held:

Department of Human Services
3rd Floor, Judicial Wing
600 E Blvd Ave Dept 325
Bismarck ND 58505-0250

If contract negotiations are held, the offeror will be responsible for all cost including its travel and per diem expenses.

7.17

Notice of Intent to Award - Offeror Notification of Selection

After the completion of contract negotiation the state will issue a written Notice of Intent to Award and send copies to all offerors. The Notice of Intent Award will set out the names and addresses of all offerors and identify the proposal selected for award. The scores and placement of other offerors will not be part of the Notice of Intent to Award.

The successful offeror named in the Notice of Intent to Award is advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful offeror and the State sign the contract.

7.18

Protest and Appeal

North Dakota law provides that an interested party may protest a solicitation.

If an interested party wishes to protest the content of this RFP, the protest must be received, in writing, by the procurement officer at least seven calendar days before the deadline for receipt of proposals.

An interested party may protest the award or proposed award of a contract. If an offeror wishes to protest the award of a contract or proposed award of a contract, the protest must be received, in writing, by the procurement officer within seven calendar days after the date the Notice of Intent to Award was issued.

SECTION EIGHT ATTACHMENTS

8.01 Attachments

Attachments

- A. Proposal Evaluation Form
- B. Sample contract
- C. Cost Proposal Formats (State Hosted and Vendor Hosted)
- D. Draft Administrative Rules
- E. ASAP data fields

ATTACHMENT A PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

INSTRUCTIONS FOR EVALUATORS

Each evaluation criterion has been assigned a specific number of points. The questions under each evaluated area help you measure the quality of the offeror's response. Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

RATING SCALE FOR ASSESSING VENDOR RESPONSES

This rating scale is intended to establish guidelines within that range to ensure members of the RFP evaluation committee perform their evaluation with consistency. You may assign any value for a given criteria from 0 to the maximum number of points. A zero value typically constitutes no response or an inability of the vendor to meet the criterion. In contrast, the maximum value should constitute a high standard of meeting the criterion. If a specific criterion would only yield a yes or no response (e.g., offeror can submit an electronic report in required format by noon Friday), the evaluator should award either the maximum points or a zero.

For Example: "Experience and Qualifications" is an evaluation criteria receiving a weighting of 20% of the total possible points. Using a 100 Point Scale, a maximum of 20 points can be awarded. The rating scale would be:

Rating Scale (20 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-5	Fair. Limited applicability
6-10	Good. Some applicability
11-15	Very Good. Substantial applicability
16-20	Excellent. Total applicability

COST PROPOSAL

If offerors were required to place cost proposals in a separate sealed envelope, do not open the cost proposal until the technical proposals have been evaluated.

Not all members of the evaluation need to evaluate the cost proposal. The cost proposals may be evaluated by selected members of the evaluation committee, reviewed by group, and recorded on the evaluation summary sheets.

Any prompt payment discounts terms offered by the vendor are not taken into consideration in evaluating cost. However, the cost proposals of nonresident offerors may be adjusted by the application of preference laws, if applicable. Contact the State Procurement Office at 701-328-2683 for assistance in applying preference laws.

EVALUATION CRITERIA AND SCORING

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

RFP Title/Number _____

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100

1. Information Technology Solution

NOTE: REVISE OR DELETE AS NEEDED.

Weight **40 Percent**. Maximum Point Value for this Section

100 Points x **40 Percent** = **40 Points**

Rating Scale (30 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-10	Fair. Limited applicability
11-20	Good. Some applicability
21-30	Very Good. Substantial applicability
31-40	Excellent. Total applicability

Proposals will be evaluated against the questions set out below. Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

[a] How well does the proposed product and/or service meet the technical requirements?

EVALUATOR'S NOTES _____

[b] How well does the proposed product and/or service meet the functional requirements?

EVALUATOR'S NOTES _____

[c] Is the proposed product and/or service compatible with the State's technology standards, and/or will it interface with existing technology if required?

EVALUATOR'S NOTES _____

[d] Does the proposed product and/or service meet applicable industry standards and required certifications?

EVALUATOR'S NOTES _____

[e] Evaluate the offeror's response to the IT professional services requirements. Has the offer proposed services that align with the requirements and demonstrate a good understanding of the scope required for this project?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.01 _____

2. Product Support and Customer Service

NOTE: REVISE OR DELETE AS NEEDED.

Weight **15 Percent**. Maximum Point Value for this Section

100 Points x **15 Percent = 15 Points**

Rating Scale (15 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-4	Fair. Limited applicability
5-8	Good. Some applicability
9-12	Very Good. Substantial applicability
13-15	Excellent. Total applicability

Proposals will be evaluated against the questions set out below. Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

Product Support:

[a] Evaluation of the warranty included with the contract and other warranty options?

EVALUATOR'S NOTES _____

[b] Evaluation of the technical support services included with the contract and other technical support options?

EVALUATOR'S NOTES _____

[c] Evaluation of the vendor's software maintenance and upgrade policies?

EVALUATOR'S NOTES _____

Customer Service, Sales Support, and Training:

[a] Evaluate the offeror's proposed account representation in support of this contract?

EVALUATOR'S NOTES _____

[b] How well has the offeror identified its plan for handling customer support requests and response time to requests?

EVALUATOR'S NOTES _____

[c] Evaluation of the proposed sales support and customer relationship services and strategies offered?

EVALUATOR'S NOTES _____

[d] If the contract has reporting requirements, has the offeror demonstrated in its proposal the capability and willingness to provide those reports?

EVALUATOR'S NOTES _____

[e] Evaluation of the proposed training services?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.02 _____

3. Experience, Qualifications, and Financial Strength

Weight **15 Percent**. Maximum Point Value for this Section

100 Points x **15 Percent = 15 Points**

Rating Scale (15 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-4	Fair. Limited applicability
5-8	Good. Some applicability
9-12	Very Good. Substantial applicability
13-15	Excellent. Total applicability

Proposals will be evaluated against the questions set out below. Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

Questions regarding the personnel:

[a] Do the individuals assigned to the project have experience on similar projects?

EVALUATOR'S NOTES _____

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

EVALUATOR'S NOTES _____

[c] How extensive is the applicable education and experience of the personnel designated to work on the project?

EVALUATOR'S NOTES _____

Questions regarding the firm:

[d] Has the firm demonstrated experience in completing similar projects on time and within budget?

EVALUATOR'S NOTES _____

[e] How successful is the general history of the firm regarding timely and successful completion of projects?

EVALUATOR'S NOTES _____

[f] If references were required, did the references provide information to verify the satisfactory performance of the vendor?

EVALUATOR'S NOTES _____

[g] Has the firm provided letters of reference from previous clients?

EVALUATOR'S NOTES _____

[h] If a subcontractor will perform work on the project, how well does it measure up to the evaluation used for the offeror?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.03

4. Contract Cost

Weight **30Percent**. Maximum Point Value for this Section

100 Points x **30Percent = 30 Points**

Applying Preference Laws

Any prompt payment discounts terms proposed by the offeror will not be considered in evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The preference given to a resident offeror will be equal to the preference given or required by the state of the nonresident offeror (i.e. reciprocal preference).

When evaluating cost proposals from nonresident (out-of-state) offerors, determine whether the offeror's state of residence has a preference law for vendors resident in that state. The cost proposal of the nonresident offeror will be increased by the same percentage of preference given to vendors resident in that state.

For example, if the state law of the nonresident offeror requires a 5% preference for vendors resident in that state, the procurement officer will increase that offeror's cost proposal by 5% before evaluation.

See <http://www.state.nd.us/csd/spo/resources.html> for a list of States Preference Laws or contact the North Dakota State Procurement Office at 701-328-2683.

Converting Cost to Points

After applying any reciprocal preference, the lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined as follows:

Price of Lowest Cost Proposal

Price of Proposal Being Rated X Total Points for Cost Available = Awarded Points

COST PROPOSAL EVALUATION

EVALUATOR'S POINT TOTAL FOR 7.04

NOTES:

Request for Proposal

Evaluation Summary

Name of RFP:		
RFP Number		
Vendor Being Evaluated:		
Evaluator Name:		
Date:		
Technical Evaluation (Maximum 70 Points)	Maximum Points by Category	Score
1. Information Technology Solution	40	
2. Product Support and Customer Service	15	
3. Experience, Qualifications, and Financial Strength	15	
Cost Evaluation (Maximum 30 Points)		
1. Make adjustments for reciprocal preference, if necessary. See list of States Preference Laws: http://www.state.nd.us/csd/spo/resources.html 2. Calculated points awarded for price. <u>Price of Lowest Cost Proposal</u> Price of Proposal Being Rated X 30 points = Awarded Points		
4. Cost	30	
Total		

**Request for Proposal
Evaluation Totals**

NOTE: REVISE OR DELETE AS NEEDED.

Name of RFP:						
Name of Offeror:						
Date:						
Technical Evaluation Criteria	70 POINTS Maximum	Evaluator	Evaluator	Evaluator	Evaluator	Evaluator
1. Information Technology Solution	40					
2. Product Support and Customer Service	15					
3. Experience, Qualifications, and Financial Strength	15					
Evaluator Totals						
Grand Total		Note: Sum of all individual scores.				
Technical Proposal Score		Note: Total of individual points divided by the number of evaluators (70 POINT MAXIMUM).				
Cost Propose Score		Note: (30 POINT MAXIMUM)				
TOTAL						

ATTACHMENT B

CONTRACT #

PURCHASE OF SERVICE AGREEMENT

WHEREAS, the State of North Dakota, acting through its North Dakota Department of Human Services, Medical Services Division (State), has determined the services referred to in the paragraph below entitled "Scope of Service" should be purchased; and

WHEREAS, [VENDOR] (Vendor) proposes to provide those services;

NOW, THEREFORE, the State and Vendor enter into the following:

I. TERM OF THE AGREEMENT

The term of this agreement shall be from the ____ day of ____ 200__ through the ____ day of ____ 200__. However, this agreement may be terminated with or without cause by either party giving the other party thirty (30) days prior written notice.

II. SCOPE OF SERVICE

The Vendor agrees to provide

III. COMPENSATION

The State, upon written request of the Vendor, agrees to pay the Vendor \$ _____ for completing the scope of service. Total payment under the terms of this agreement shall not exceed \$ _____. **Final payment requests shall be submitted to the State no later than thirty (30) days after the expiration of this agreement.**

IV. VENDOR'S UNDERSTANDING OF TERM OF FUNDING

The Vendor understands that this agreement is a one-time agreement, and acknowledges that it has been furnished no assurances that this agreement may be extended for periods beyond its termination date.

V. VENDOR ASSURANCES

This agreement shall be construed according to the laws of the State of North Dakota. In connection with the furnishing of supplies or performance of work under this agreement, persons who contract with or receive funds to provide services to the North Dakota Department of Human Services are obligated and agree to comply with all local, state and federal laws, regulations and executive orders related to the performance of this agreement including but not limited to the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the North Dakota Human Rights Act and the Drug-free Workplace Act of 1988. Questions regarding the provision of services according to these Acts may be directed to the Legal Advisory Unit, Contract Officer, North Dakota Department of Human Services, Judicial Wing, State Capitol, 600 E. Boulevard, Bismarck, ND 58505 (701-328-2311 or 701-328-3975 TDD).

The Vendor certifies by signing this agreement that neither the Vendor, Subcontractor, nor their principals, are presently debarred, declared ineligible or voluntarily excluded from participation in transactions with the State or Federal Government by any Department or Agency of the Federal Government.

Vendor shall be an approved vendor with the Office of Management and Budget within the State of North Dakota as required by NDCC § 54-44.4-09.

VI. AUTHORITY TO CONTRACT

The Vendor shall not have the authority to contract for or on behalf of or incur obligations on behalf of the State. However, the Vendor may subcontract with qualified Vendors of services provided that any such subcontract shall acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments as appropriate. The Vendor agrees to be solely responsible for the performance of any subcontractor.

VII. INDEPENDENT ENTITY

The Vendor shall perform as an independent entity under this agreement. The Vendor, its employees, agents, or representatives are not employees of the State for all purposes, including but not limited to, the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workers' Compensation Act. No part of this agreement shall be construed to represent the creation of an employer/employee relationship. The Vendor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Vendor's activities and responsibilities under this agreement.

VIII. NONPERFORMANCE

Failure by the Vendor to perform the terms of this agreement shall constitute a breach of contract, and shall result in the immediate termination of the agreement. In the event of a termination for breach by the Vendor, the State may retain, as liquidated damages, any payment to be made under this agreement which remains unpaid at the time of the breach, and may also recover from the Vendor, those amounts already paid for individual items of work which are incomplete at the time of the breach.

However, should a breach by the Vendor be caused by circumstances, beyond the control of the Vendor, and no fault of its own, so as to render the agreement impossible of performance by the Vendor, then the agreement shall be terminated. In the event of a breach, by the Vendor, in such circumstances, the State may set off, against any liability or obligations owed to the Vendor, under this agreement or otherwise, any amounts paid for individual items of work which are incomplete at the time of the breach, but shall not be entitled to liquidated damages.

The State shall give written notice, to the Vendor, of the termination, which notice shall specify the effective date thereof.

IX. TERMINATION OF AGREEMENT FOR INADEQUACY OF FUNDS

It is agreed that in the event appropriations to the Department of Human Services are not obtained and continued at a level sufficient to allow for payments to the Vendor, for the services identified in Paragraph II, the obligations of each party hereunder may be terminated at the option of the State, provided that any such termination shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

X. INDEMNITY

Vendor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from claims resulting from the performance of the Vendor or its agent, including all costs, expenses and attorneys' fees, which may in any manner result from or arise out of this agreement. The legal defense provided by Vendor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Vendor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

XI. INSURANCE

Vendor shall secure and keep in force during the term of this agreement and Vendor shall require all subcontractors, prior to commencement of an agreement between Vendor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.
- 4) Employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.
- 5) Professional errors and omissions, including a three year "tail coverage endorsement," with minimum liability limits of \$1,000,000 per occurrence and in the aggregate.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Vendor.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- 3) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Vendor in excess of the minimum requirements set forth above. The duty to indemnify the State under this agreement shall not be limited by the insurance required in this agreement.
- 4) The State of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights and coverages of an additional insured under these policies.
- 5) The insurance required in this agreement, through a policy or endorsement, shall include:
 - a) a "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State;
 - b) a provision that the policy and endorsements may not be canceled or modified without thirty days' prior written notice to the undersigned State representative;

- c) a provision that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08;
- d) a provision that Vendor's insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance or self-retention maintained by the state and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of the Vendor's insurance and shall not contribute with it;
- e) cross liability/severability of interest for all policies and endorsements;
- 6) The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary.
- 7) The Vendor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
- 8) Failure to provide insurance as required in this agreement is a material breach of contract entitling the State to terminate this agreement immediately.

XII. ACCESS TO BOOKS AND RECORDS

The State, federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Vendor which are pertinent to the services provided under this agreement for the purpose of making an audit, examination, or making excerpts and transcripts. This documentation shall be available for a period of three (3) years from the date of submission of the final expenditures report.

XIII. NOTICE

Any notice required or permitted to be given pursuant to this agreement may be personally served on either party by the party giving such notice, or may be served by certified mail, return receipt requested, addressed to the executive office of the party upon whom service is made.

XIV. INTEGRATION AND MODIFICATION

This contract constitutes the entire agreement between the Vendor and the State. No alteration, amendment, or modification in the provisions of this agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XV. COLLATERAL CONTRACTS

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XVI. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XVII. ASSIGNMENT

Neither Party shall assign this agreement and rights without the written approval of the other Party. Such approval shall not be unreasonably withheld. This agreement shall be equally binding on the respective Parties, their successors and assigns.

XVIII. CONFIDENTIAL INFORMATION

The Vendor agrees not to use or disclose any information it receives from the State under this agreement that is confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this agreement or as authorized in advance by the State. The State agrees not to disclose any information it receives from the Vendor which the Vendor has previously identified as confidential and which the State determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, North Dakota Century Code § 44-04-18. The duty of the State and the Vendor to maintain confidentiality of information under this section continues beyond the term of this agreement, including any extensions or renewals.

XIX. OWNERSHIP OF WORK PRODUCT

All work product, equipment or materials created or purchased under this agreement belong to the State and must be delivered to State at State's request upon termination of this agreement. Vendor agrees that all materials prepared under this agreement are "works for hire" within the meaning of copyright laws of the United States and assigns to the State all rights and interests Vendor may have in the materials it prepares under this agreement, including any right to derivative use of the material. Vendor shall execute all necessary documents to enable the State to protect its rights under this section. Use of work product or materials for purposes other than the scope of this agreement must be approved in writing by the State.

XX. COMPLIANCE WITH PUBLIC RECORDS LAWS

Vendor understands that, except for disclosures prohibited in Section XVIII, the State must disclose to the public upon request any records it receives from Vendor. Vendor further understands that any records which are obtained or generated by the Vendor under this agreement, except for records that are confidential under Section XVIII, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Vendor agrees to contact the State immediately upon receiving a request for information under the open records law and to comply with the State's instructions on how to respond to the request.

XXI. ATTORNEY FEES

In the event a lawsuit is instituted by the State to obtain performance due of any kind under this agreement, and the State is the prevailing party, Vendor shall, except when prohibited by N.D.C.C. § 28-26-04, pay the State's reasonable attorney fees and costs in connection with the lawsuit.

XXII. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

The State does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. The State does not waive any right to a jury trial.

VENDOR

By _____ DATE _____

Its _____
(TITLE)

Vendor's Federal Identification Number

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES

By _____ DATE _____
CAROL K. OLSON
EXECUTIVE DIRECTOR

By _____ DATE _____
BRENDA M. WEISZ
INTERIM CONTRACT OFFICER

ATTACHMENT C
COST PROPOSAL FORMAT – STATE HOSTED

Costs listed below must be inclusive of all costs necessary to implement the proposed solution. Complete a sample cost sheet for each hosting model available.

Product or Service Description	Cost	Quantity (Unit of Measure)	Term (Time Measure)	Minimum Quantity
Proposed Product(s) (add additional rows if necessary)				
Software Licenses(list available licensing options, i.e. per user, per server, enterprise, etc.)				
Software maintenance – Year 1 (add additional rows if necessary for multiple maintenance/upgrade options)				
Software maintenance – Year 2 (add additional rows if necessary for multiple maintenance/upgrade options)				
Software maintenance – Year 3 (add additional rows if necessary for multiple maintenance/upgrade options)				
Software maintenance – Year 4 (add additional rows if necessary for multiple maintenance/upgrade options)				
Technical Support (add additional rows if necessary for multiple technical support options)				
Work plan/schedule for implementation and training				
Implementation Services				
System administration manuals and documentation				
Developer/tester manuals and documentation				
Training for system administration				
Training for users				
Other costs (specify)				
OTHER HOSTING INFORMATION REQUIRED	DESCRIPTION (<i>Indicate quantity and sizing requirements here – Do Not Include Cost</i>)			
Hardware:				
Web Server				
Application Server				
Database Server				
Other Hardware				
Software:				
Web Server Software				
Application Server Software				
Operating System Software				
Database Software				
Other Software				

List Any applicable Prompt Payment Discount Terms.

ATTACHMENT C
COST PROPOSAL FORMAT – VENDOR HOSTED

Costs listed below must be inclusive of all costs necessary to implement the proposed solution. Complete a sample cost sheet for each hosting model available.

Product or Service Description	Cost	Quantity (Unit of Measure)	Term (Time Measure)	Minimum Quantity
Proposed Product(s) (add additional rows if necessary)				
Software Licenses(list available licensing options, i.e. per user, per server, enterprise, etc.)				
Software maintenance – Year 1 (add additional rows if necessary for multiple maintenance/upgrade options)				
Software maintenance – Year 2 (add additional rows if necessary for multiple maintenance/upgrade options)				
Software maintenance – Year 3 (add additional rows if necessary for multiple maintenance/upgrade options)				
Software maintenance – Year 4 (add additional rows if necessary for multiple maintenance/upgrade options)				
Hosting – Year 1 (add description of hosting environment, add additional rows for hosting options if necessary)				
Hosting – Year 2 (add description of hosting environment, add additional rows for hosting options if necessary)				
Hosting – Year 3 (add description of hosting environment, add additional rows for hosting options if necessary)				
Hosting – Year 4 (add description of hosting environment, add additional rows for hosting options if necessary)				
Technical Support (add additional rows if necessary for multiple technical support options)				
Work plan/schedule for implementation and training				
Implementation Services				
System administration manuals and documentation				
Developer/tester manuals and documentation				
Training for system administration				
Training for users				
Other costs (specify)				

List Any applicable Prompt Payment Discount Terms.

**ATTACHMENT D
DRAFT ADMINISTRATIVE RULES**

*** DRAFT ***

[07/05/06]

CHAPTER 61--**
PRESCRIPTION DRUG MONITORING PROGRAM**

61-12-01-01 Adoption by Reference of Prescription Drug Monitoring Program Rules

61-12-01-01. Adoption by reference of prescription drug monitoring program rules. The Board of Pharmacy adopts and incorporates by reference the rules adopted by the North Dakota Department of Human Services in chapter 75-02-02.3. The rules incorporated by reference relate to the prescription drug monitoring program described in chapter 413 of the 2005 Session Laws.

History: Effective _____, 2006.

General Authority: NDCC ch. 19-03.1

Law Implemented: S.L. 2005, ch. 413

**CHAPTER 75-02-02.3
PRESCRIPTION DRUG MONITORING PROGRAM**

Section

75-02-02.3-01	Definitions
75-02-02.3-02	Dispenser Reporting
75-02-02.3-03	Access to Program Information
75-02-02.3-04	Operation of Program
75-02-02.3-05	Data Review and Referral. Corrections.
75-02-02.3-06	Advisory Council

75-02-02.3-01. Definitions. For purposes of this chapter:

1. "Board" means the North Dakota Board of Pharmacy.
2. "Central repository" means a place where electronic data related to the prescribing and dispensing of controlled substances is collected.

3. "Controlled substance" means a drug, substance, or immediate precursor in schedules I through V as set out in North Dakota Century Code chapter 19-03.1 and any other drugs required by law to be monitored by the program.
4. "De-identified information" means health information that is not individually identifiable information because an expert has made that determination under title 45, Code of Federal Regulations, section 164.514 or direct identifiers and specified demographic information have been removed in accordance with the requirements of that section.
5. "Department" means the North Dakota Department of Human Services.
6. "Dispense" means to deliver a controlled substance to an ultimate user by or pursuant to the lawful order of a practitioner, including the prescribing, administering, packaging, labeling, or compounding necessary to prepare the substance for delivery.
7. "Dispenser" means an individual who delivers a controlled substance to the ultimate user, but does not include:
 - a. A licensed hospital pharmacy that provides a controlled substance for the purpose of inpatient hospital care; or
 - b. A licensed health care practitioner or other authorized individual in those instances when the practitioner administers a controlled substance to a

patient. For purposes of this section, administer means the direct application of a controlled substance to the body of a patient and does not include the prescribing of a controlled substance for administration by the patient or someone other than the health care practitioner.

8. "Individually identifiable health information" has the meaning set forth in title 45, Code of Federal Regulations, section 160.103.
9. "Patient" means an individual or the owner of an animal who is the ultimate user of a controlled substance for whom a prescription is issued and for whom a controlled substance is dispensed.
10. "Prescriber" means an individual licensed, registered, or otherwise authorized by the jurisdiction in which the individual is practicing to prescribe drugs in the course of professional practice.
11. "Program" means the North Dakota Prescription Drug Monitoring Program implemented pursuant to chapter 413 of the 2005 Session Laws.

History: Effective _____, 2006.

General Authority: NDCC 50-06-27 and S.L. 2005, ch. 413, § 1

Law Implemented: NDCC 50-06-27

75-02-02.3-02. Dispenser Reporting.

1. Each dispenser licensed by a regulatory agency in the state of North Dakota who dispenses a controlled substance to a patient shall submit to the central repository by electronic means information regarding each prescription dispensed for a controlled substance. The information submitted for each prescription shall include all of the data elements in the American society for automation in pharmacy rules-based standard implementation guide for prescription monitoring programs issued August 31, 2005, version 003, release 000.
2. Each dispenser shall submit the information required by this chapter to the central repository at least once every day unless the board waives this requirement for good cause shown by the dispenser.
3. An extension of the time in which a dispenser must report the information required by this chapter may be granted to a dispenser that is unable to submit prescription information by electronic means if:
 - a. The dispenser suffers a mechanical or electronic failure or cannot report within the required time for other reasons beyond the dispenser's control;
or

- b. The central repository is unable to receive electronic submissions.

History: Effective _____, 2006.

General Authority: NDCC 50-06-27 and section 1 of chapter 413 of the 2005 Session Laws

Law Implemented: NDCC 50-06-27

75-02-02.3-03. Access to program information.

1. Information submitted to the central repository is confidential and may not be disclosed except as provided in this section.
2. The board shall maintain procedures to ensure that the privacy, confidentiality, and security of patient information collected, recorded, transmitted, and maintained is not disclosed except as provided in this section.
3. Unless disclosure is prohibited by law, the board may provide data in the central repository to:
 - a. A prescriber for the purpose of providing medical care to a patient; a dispenser for the purpose of filling a prescription or providing pharmaceutical care for a patient; a prescriber or dispenser inquiring about the prescriber's or dispenser's own prescribing activity; or a prescriber or dispenser in order to further the purposes of the program;

- b. An individual who requests the prescription information of the individual or the individual's minor child;
- c. State boards and regulatory agencies that are responsible for the licensing of individuals authorized to prescribe or dispense controlled substances if the board or regulatory agency is seeking information from the central repository that is relevant to an investigation of an individual who holds a license issued by that board or regulatory agency;
- d. Local, state and federal law enforcement or prosecutorial officials engaged in the enforcement of laws relating to controlled substances who seek information for the purpose of an investigation or prosecution of the drug-related activity or probation compliance of an individual;
- e. The department for purposes regarding the utilization of controlled substances by a medicaid recipient;
- f. North Dakota workforce safety and insurance for purposes regarding the utilization of controlled substances by a claimant;

- g. Judicial authorities under grand jury subpoena or court order or equivalent judicial process for investigation of criminal violations of controlled substances laws;
 - h. Public or private entities for statistical, research, or educational purposes after the information is de-identified with respect to any prescriber, dispenser, or patient who received a prescription for a controlled substance; or
 - i. A peer review committee which means any committee of a health care organization, composed of health care providers, employees, administrators, consultants, agents, or members of the health care organization's governing body, which conducts professional peer review as defined in chapter 23-34 of the North Dakota Century Code.
4. The board shall maintain a record of each person who requests information from the central repository. The board may use the records to document and report statistics and outcomes. The board may provide records of the requests for information to:
 - a. A board or regulatory agency responsible for the licensing of individuals authorized to prescribe or dispense controlled substances that is engaged

in an investigation of the individual who submitted the request for information from the central repository; and

- b. Local, state and federal law enforcement or prosecutorial officials engaged in the enforcement of laws relating to controlled substances for the purpose of an active investigation of an individual who requested information from the central repository.

- 5. Nothing in this chapter shall require a prescriber or dispenser to obtain information about a patient from the central repository prior to prescribing or dispensing a controlled substance. A prescriber, dispenser or other health care practitioner may not be held liable in damages to any person in any civil action on the basis that the prescriber, dispenser or other health care practitioner did or did not seek to obtain information from the central repository. Unless there is shown a lack of good faith, the board, any other state agency, a prescriber, dispenser, or any other individual in proper possession of information provided under this chapter may not be subject to any civil liability by reason of:

- a. The furnishing of information under the conditions provided in this chapter;
- b. The receipt and use of, or reliance on, such information;
- c. The fact that any such information was not furnished; or

- d. The fact that such information was factually incorrect or was released by the board to the wrong person or entity.

History: Effective _____, 2006.

General Authority: NDCC 50-06-27 and section 1 of chapter 413 of the 2005 Session Laws

Law Implemented: NDCC 50-06-27

75-02-02.3-04. Operation of program.

1. The board or department may contract with another agency of this state or with a private vendor, as necessary, to ensure the effective operation of the program.
Any contractor shall be bound to comply with the provisions regarding confidentiality of prescription information in this chapter.
2. The board may charge a fee to an individual who requests the individual's own information from the central repository.
3. The board may charge a fee to a person who requests statistical, aggregate, or other de-identified information.

History: Effective _____, 2006.

General Authority: NDCC 50-06-27 and section 1 of chapter 413 of the 2005 Session Laws

Law Implemented: NDCC 50-06-27

75-02-02.3-05. Data review and referral. Corrections.

1. The board shall review the information received by the central repository to determine if there is reason to believe:
 - a. A prescriber or dispenser may have engaged in an activity that would be a basis for disciplinary action by the board or regulatory agency responsible for the licensing of the prescriber or dispenser; or
 - b. A patient may have misused, abused, or diverted a controlled substance.

If the board determines that there is reason to believe that any of the acts described in this subsection may have occurred, the board may notify the appropriate law enforcement agency or the board or regulatory agency responsible for the licensing of the prescriber or dispenser. The advisory council described in section 75-02-02.3-06 shall recommend guidelines to the board for reviewing data and making determinations with respect to the referral of patients, prescribers, or dispensers as described in this subsection.

2. A patient, dispenser, or prescriber may request that erroneous information contained in the central repository be corrected or deleted. The board shall review the request to determine if the information is erroneous with respect to the patient, prescriber, or dispenser. The board shall correct any erroneous

information it discovers due to the request for review by a patient, prescriber, or dispenser.

3. The board shall adopt a procedure to allow information contained in the central repository to be shared with officials in other states acting for the purpose of controlled substance monitoring and for requesting and receiving similar controlled substance monitoring information from other states.

History: Effective _____, 2006.

General Authority: NDCC 50-06-27 and section 1 of chapter 413 of the 2005 Session Laws

Law Implemented: NDCC 50-06-27

75-02-02.3-06. Advisory council.

1. An advisory council shall be established to advise and make recommendations to the board regarding how to best use the program to improve patient care and foster the goal of reducing misuse, abuse, and diversion of controlled substances, encourage cooperation and coordination among state, local, and federal agencies and other states to reduce the misuse, abuse, and diversion of controlled substances, and provide advice and recommendations to the board regarding any other matters as requested by the board. The advisory council may have access to central repository information in order to fulfill its duties.
2. The advisory council shall consist of at least seven members made up of:
 - a. One dispenser selected by the board;
 - b. One physician selected by the North Dakota medical association;
 - c. One prescriber selected by the board of nursing;
 - d. A designee of the Attorney General;
 - e. A designee of the department;
 - f. One prescriber selected by the board of medical examiners;

- g. One prescriber selected by the North Dakota nurses association; and
 - h. Other prescribers or dispensers as determined by the board to be necessary in order to meet a mandate of, or avoid a delay in implementing, an appropriations measure. The number of additional members selected by the board shall be limited to the number necessary to meet the mandate or avoid the delay of an appropriation.
- 3. The advisory council shall make recommendations to the board regarding:
 - a. Safeguards for the release of information to those who have access to the information contained in the central repository;
 - b. The confidentiality of program information and the integrity of the patient's relationship with the patient's health care provider;
 - c. Advancing the purposes of the program including enhancement of the quality of health care delivery in this state; and
 - d. The continued benefits of maintaining the program in relationship to the cost and other burdens to the state.
- 4. The board may provide reimbursement of expenses and per diem to members of the advisory council within the limits provided in state law.

History: Effective _____, 2006.

General Authority: NDCC 50-06-27 and section 1 of chapter 413 of the 2005 Session Laws

Law Implemented: NDCC 50-06-27

**ATTACHMENT E
ASAP DATA FIELDS**

Field	Description	Data Type	Length
	Transaction Set Header		
TH01	Version	AN	4
TH03	Transaction Set control number	AN	10
TH08	Creation Date	DT	8
TH09	Creation Time	TM	6
TH10	File Type (T-test or P-production)	AN	1
TH12	Composite element Separator (:)	AN	1
TH13	Data Segment Terminator Character (\)	AN	1
	Information Source		
IS01	Unique Information Source ID	AN	10
IS02	Information Source Entity Name	AN	60
	Information Receiver		
IR01	Unique Information Receiver ID	AN	10
IR02	Information Receiver Entity Name	AN	60
	Pharmacy Header		
PHA01	National Provider Identifier (NPI)	AN	10
PHA02	NCPDP Provider ID	AN	10
PHA03	DEA Number	AN	10
PHA09	Zip Code Address	AN	9
	Patient Information		
PAT07	Last Name	AN	15
PAT08	First Name	AN	12
PAT09	Middle Name	AN	12
PAT12	Address Information – 1	AN	30
PAT13	Address Information – 2	AN	30
PAT14	City Address	AN	20
PAT15	State Address	AN	2
PAT16	Zip Code Address	AN	9
PAT17	Phone Number	AN	10
PAT19	Date of Birth	DT	8
PAT20	Gender Code	AN	1
	Prescription Order		
RX03	Prescription Number	AN	25
RX08	Date Written	DT	8
RX20	Refills Authorized	AN	2
	Dispensing Record		
DSP03	Prescription Number	AN	25
DSP04	Refill Number	N	2
DSP09	Date Filled	DT	8
DSP11	Product ID Qualifier	AN	2
DSP12	Product ID	AN	15

DSP14	Quantity Dispensed	D	11
DSP15	Days Supply	D	3
	Prescriber Information		
PRE03	National Provider Identifier (NPI)	AN	10
PRE04	DEA Number	AN	10
	Patient Third-Party Plans		
PLN04	Classification Code for Plan Type 01 – Private Pay 02 – Medicaid 03 – Medicare 04 – Commercial PBM Insurance 05 – Major Medical 06 – Workers’ Compensation	AN	2
	Compound Drug Ingredient Detail		
CDI01	Compound Drug Ingredient Sequence Number	AN	2
CDI02	Product ID Qualifier	AN	2
CDI03	Component Ingredient Product ID	AN	15
CDI05	Component Ingredient Quantity	D	11
	Pharmacy Trailer		
TP01	Detail Segment Count	AN	10
	Transaction Set Trailer		
TT01	Transaction Set Control Number	AN	10
TT02	Segment Count	AN	10